

IN THE COURT OF COMMON PLEAS  
CLARK COUNTY, OHIO

Clark County, Ohio  
FILED

MAY 04 2026

Common Pleas Court  
Melissa M. Tuttle, Clerk

STATE OF OHIO ex rel. )  
ATTORNEY GENERAL )  
DAVE YOST )  
8040 Holbrook Rd., Suite 300 )  
Cincinnati, Ohio 45236 )  
Plaintiff, )

Case No: 26CV0422

Judge:

v. )

ALEXIS B. SHELTON )  
6555 Pisgah Road )  
Tipp City, OH 45344 )

COMPLAINT AND REQUEST FOR  
DECLARATORY JUDGMENT,  
INJUNCTIVE RELIEF, CONSUMER  
RESTITUTION, CIVIL PENALTIES,  
AND OTHER APPROPRIATE RELIEF

and )

PATTY-ANN PHOTOGRAPHY, LLC )  
6555 Pisgah Road )  
Tipp City, OH 45344 )

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**JURISDICTION AND VENUE**

1. Plaintiff, State of Ohio, by and through its counsel, the Attorney General of Ohio, Dave Yost, having reasonable cause to believe that violations of Ohio's consumer protection laws have occurred, brings this action in the public interest and on behalf of the State of Ohio under the authority vested in him by Consumer Sales Practices Act, ("CSPA"), R.C. 1345.01 *et seq.*
2. The actions of Alexis B. Shelton ("Shelton") and Patty-Ann Photography, LLC ("Patty-Ann Photography") ("Defendants"), have occurred in Clark County and other counties in the State of Ohio and, as set forth below, are in violation of the CSPA, R.C. 1345.01 *et seq.*, and its Substantive Rules, Ohio Adm.Code 109:4-3-01 *et seq.*

3. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.
4. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(C) (3), and (6), because Clark County is a county where Defendants conducted activity that gave rise to the claim for relief and is one of the counties in which all or part of the claims for relief arose.

#### **DEFENDANTS**

5. Defendant Shelton is a natural person whose last known address is 6555 Pisgah Road, Tipp City, Ohio 45344.
6. Defendant Patty-Ann Photography is a domestic Limited Liability Company that registered with the Ohio Secretary of State on January 17, 2025, and identified its principal place of business as 1720 Dale Ridge Rd., New Carlisle, Ohio 45344. Defendant Shelton previously resided at 1720 Dale Ridge Road, New Carlisle, Ohio 45344
7. Defendant Shelton, at all times relevant to this action, controlled, performed, and directed the business activities and sales conduct of Defendant Patty-Ann Photography, causing, personally participating in, or ratifying the acts and practices of the same, including the conduct giving rise to the violations described herein.
8. Defendants are each a “supplier,” as they engaged in the business of effecting “consumer transactions” by soliciting “consumers” either directly or indirectly for photography services for a fee, for purposes that were primarily for personal, family or household use, as those terms are defined in R.C. 1345.01(A).

## STATEMENT OF FACTS

9. Defendants advertise, contract for, and provide photography services for special events, such as weddings, engagements, and anniversaries.
10. Defendant Shelton oversees, directs, and provides the photography services pursuant to written agreements Defendants entered into with consumers. These contracts included a deposit or full payment and required the consumer to sign the contract months in advance.
11. Defendant Shelton is the sole owner and employee of Defendant Patty-Ann Photography.
12. Defendants advertise and market their event photography services through various social media platforms and Pixieset.com<sup>1</sup>.
13. Defendants advertise and enter into contracts with consumers to provide the following three packages for consumers<sup>2</sup>: Wedding- Half Day; Wedding – Full Day; and Wedding – Full Pack.
14. Defendants advertise that consumers who purchase a Wedding-Half Day package will receive the following: six hours of photographic coverage with one photographer on the wedding day and 600+ high-resolution edited images available for download and sharing.
15. Defendants advertise that consumers who purchase a Wedding-Full Day package will receive the following: eight hours of photographic coverage with one photographer and one assistant on the wedding day; an engagement photographic session; and an online gallery with 800+ edited images.

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<sup>1</sup> As of the date of the filing of this complaint, Defendants' website on pixieset.com is still active and advertising event photography services. <https://patty-annphotography.mypixieset.com/>, last accessed on April 29, 2026.

<sup>2</sup> <https://patty-annphotography.mypixieset.com/services/>, last accessed on April 29, 2026.

16. Defendants advertise that consumers who purchase the Wedding-Full Pack package will receive the following: ten hours of photographic coverage with two photographers on the wedding day; an engagement session; a one-year anniversary session; and an online gallery with 1,000+ edited images.
17. Ultimately, Defendants fail to provide the goods and services promised to consumers in Defendants' advertising and contracts.
18. Defendants routinely accept deposits from consumers for event photography services scheduled for specific dates and times, representing in their contract that those dates and times were reserved exclusively for each consumer they contracted with.
19. Despite accepting consumer deposits for specific service dates and times, Defendants, at least once, also accepted a deposit from another consumer for the same date and time, thereby "double-booking" the services.
20. In many instances, Defendants fail to provide any photographic services to the consumer, let alone the photographic services contracted for on the consumer's wedding day.
21. In many instances, Defendants informed the consumer of their inability to fulfill the contract the week or day of the consumer's wedding ceremony. By giving the consumers delayed notice, Defendants foreseeably caused consumers considerable distress, anguish, and caused consumers to incur additional expenses on the consumer's wedding day.
22. In many instances, Defendants appeared and took pictures, but Defendants failed to edit and provide the pictures to consumers following the event.
23. In some instances, Defendants failed to provide the advertised number of photographers to consumers.

24. While Defendants provided some consumers, who purchased a Wedding – Full Day or a Wedding – Full Pack, an engagement photography session from Defendants, Defendants then failed to provide the promised wedding photography services.
25. Defendants promised orally and in their contracts that if Defendant Shelton was unable to appear to provide the photographic services on the date and time contracted, reasonable efforts would be made to arrange for a substitute photographer to provide the contracted photographic services. Despite these promises, Defendant Shelton failed to arrange a substitute photographer for most events that she cancelled.
26. Despite receiving payment in full from consumers, Defendants routinely cease contact with consumers after entering into contracts and obtaining deposits from consumers.
27. When consumers complain to Defendants about their failure to provide the promised services or maintain contact, Defendants, at times, promise to provide a full or partial refund to the consumer.
28. In many instances, Defendants failed to provide the refunds Defendant Shelton promised to consumers for Defendants' cancellation or failure to appear and provide the promised services.
29. Defendants' contract with consumers for photography services penalizes the consumer the full cost of the services if they cancel within twenty-four hours of the event; however, the contract is otherwise silent on additional circumstances in which a consumer is not entitled to a refund upon cancellation.
30. Some consumers cancelled their contract with Defendants prior to the date of their event more than twenty-four hours in advance of the event and failed to receive any refund from Defendants.

31. In some instances, Defendants acknowledged receipt of consumer cancellation and refund requests and represented that a refund would be issued back to them.

32. Despite those representations, many consumers who canceled their contracts with Defendants did not receive refunds of the amounts they had paid to Defendants.

**PLAINTIFF'S CAUSE OF ACTION: VIOLATIONS OF THE CSPA**

**COUNT I - FAILURE TO DELIVER**

33. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.

34. Defendants committed unfair or deceptive acts or practices in violation of the Failure to Deliver Rule, Ohio Adm.Code 109:4-3-09(A), and the CSPA, R.C. 1345.02(A), by accepting money from a consumer for goods or services and then permitting eight weeks to elapse without delivering the goods or services ordered, making a full refund, or advising the consumer of the extended delay and offering to send a refund within two weeks if the consumer requests.

35. The acts or practices described above have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 *et seq.* Defendants committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

**COUNT II – FAILURE TO PROVIDE PROMISED REFUNDS**

36. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.

37. Defendants committed unfair or deceptive acts or practices, in violation of the CSPA, R.C. 1345.02(A), by promising to return a deposit to a consumer and then failing to return the deposit within two weeks of the promise.

38. Defendants committed unfair or deceptive acts or practices, in violation of the CSPA, R.C. 1345.02(A), by misrepresenting the status of consumers' refunds.

39. The acts or practices described above have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 *et seq.* Defendants committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

### **COUNT III - POOR CUSTOMER SERVICE**

40. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.

41. Defendants committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by providing consumers with inadequate and unfair customer service by failing to respond to repeated calls and messages from consumers.

42. The acts or practices described above have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 *et seq.* Defendants committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff respectfully requests that this Court grant the following relief:

A. **ISSUE A DECLARATORY JUDGMENT** that each act or practice complained of herein violates the CSPA, R.C. 1345.01 *et seq.*, and its Substantive Rules, Ohio Adm.Code 109:4-3-01 *et seq.*, in the manner set forth in the Complaint.

B. **ISSUE A PERMANENT INJUNCTION** enjoining the Defendants, their agents, employees, successors or assigns, and all persons acting in concert and participation with them, directly or indirectly, through any corporate device, partnership, or other association, under these or any

other names, from engaging in the acts and practices of which Plaintiff complains and from further violating the CSPA, R.C. 1345.01 *et seq.*, and its Substantive Rules, Ohio Adm.Code 109:4-3-01 *et seq.*

- C. **ORDER** Defendants, pursuant to R.C. 1345.07(B), to pay actual damages to all consumers injured by the conduct of the Defendants as set forth in this Complaint.
- D. **ASSESS, FINE and IMPOSE** upon Defendants a civil penalty of up to \$25,000.00 for each separate and appropriate violation of the CSPA described herein pursuant to R.C. 1345.07(D).
- E. **ISSUE AN INJUNCTION** prohibiting Defendants from engaging in business as suppliers in any consumer transactions in this state until such time as Defendants have satisfied all of their respective monetary obligations ordered by this Court, and any other court in Ohio in connection with a consumer transaction.
- F. **GRANT** Plaintiff its costs incurred in bringing this action, including, but not limited to, the costs of collecting on any judgment awarded.
- G. **ORDER** Defendants to pay all court costs associated with this matter.
- H. **GRANT** such other relief as the court deems to be just, equitable, and appropriate.

Respectfully submitted,

DAVE YOST  
OHIO ATTORNEY GENERAL

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